

North Canton City Council
Community and Economic Development Committee

ORDINANCE 22 - 2020

An ordinance authorizing the Mayor of the City of North Canton to enter into an agreement with the Stark County Commissioners to accept and utilize the Stark County Community Development Block Grant Program ("CDBG Program") for Fiscal Years 2021, 2022, and 2023, and declaring the same to be an emergency.

WHEREAS, the Board of Stark County Commissioners participates in the U.S. Department of Housing and Urban Development Community Development Block Grant Program; and

WHEREAS, the City desires the opportunity to participate in the Department of Housing and Urban Development Community Development Block Grant and receive funds from such program; and

WHEREAS, no participating political units may be excluded from the program and the Stark County Commissioners requested the City's signed agreement for fiscal years 2021, 2022, and 2023 by June 7, 2020.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized to enter into an agreement with the Stark County Commissioners to accept and utilize the Stark County Community Development Block Grant Program for Fiscal Years 2021, 2022, and 2023, as attached hereto and incorporated herein as "Exhibit A".
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton; and; to meet the County's requested filing deadline of June 7, 2020, wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force upon its adoption by Council, together with the Mayor's approval. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this 11th day of May 2020.

Attest: Benjamin R. Young
Benjamin R. Young, Clerk of Council

Stephan B. Wilder
Stephan B. Wilder, Mayor

Signed on: May 12, 2020

Agreement

Stark County Commissioners

With _____

Dated _____

Subject CITY OF NORTH CANTON
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

THIS AGREEMENT, entered into this day, by and between the Board of Stark County Commissioners of Stark County, Ohio, hereinafter referred to as the "County," and duly authorized through a resolution of the Board of Stark County Commissioners adopted on this day, and the City of North Canton, Ohio, hereinafter called "City" and duly authorized through the enactment of Ordinance No. 22-2020 of the Council of the City.

WITNESSETH:

WHEREAS, The Congress of the United States has enacted the Housing and Community Development Act of 1974, which has as its primary objective the development of viable urban communities, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate incomes; and

WHEREAS, both the City and County are desirous of entering into community development activities within Stark County, which are directed toward said objective and are desirous of seeking such federal funding as may be available to them pursuant to the Act; and

WHEREAS, the Act contemplates and encourages the joining by agreement of counties and municipalities for the purpose of carrying out the objectives of the Act; and

WHEREAS, municipalities and counties in Ohio have authority under Section 307.15 of the Revised Code of Ohio to enter into agreements whereby a board of county commissioners may undertake, and is authorized by a municipality, to exercise any power, perform any function, or render any service in behalf of a municipality, which such municipality may exercise, perform, or render; and

WHEREAS, the City and the County each have authority to carry out the kinds of activities which are the objectives of the Act pursuant to Sections 303.26 and 307.85, as well as other statutes of the Revised Code of Ohio; and

WHEREAS, the County and the City agree to cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, the City and the County have agreed that it is in the best interests of their constituents that the objectives of the Act be carried out within Stark County and that the City and the County should join in community development activities; and

WHEREAS, the National Affordable Housing Act of 1990 created the HOME Investment Partnership program, hereinafter referred to as “HOME” which has its purpose the provision of affordable housing opportunities to low and moderate income purposes, which program is also covered by this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the provisions hereinbefore and hereinafter contained, it is mutually agreed as follows:

1. The City and the County shall cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.
2. The County shall have the authority to carry out activities which will be funded from annual Community Development Block Grants and HOME from Fiscal Years 2021, 2022, 2023 appropriations and from any program income generated from the expenditure of such funds.
3. This Agreement shall be in effect from the date of its execution by the Board of Stark County Commissioners and shall continue through the County’s 2021, 2022, and 2023 Community Development program years, inclusive. This Agreement shall be automatically renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice that they elect not to participate in a new qualification period. A copy of the notice not to participate must be sent to: Department of Housing and Urban Development, 200 North High Street, Columbus, Ohio 43215. The County shall notify the City of its right to elect to not participate in the next three-year qualification period, in accordance with guidelines and deadlines as specified in HUD’s Urban County Requalification notice for the next qualification period.

Failure by either the County or the City to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for cooperation agreements as set forth in the Urban County Requalification Notice applicable for a subsequent three-year urban

county qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, shall void the automatic renewal of such qualification period.

This Agreement remains in effect until the CDBG and HOME funds and program income received with respect to Fiscal Years 2021, 2022, and 2023 and any successive qualification period, are expended and the funded activities are completed.

4. This Agreement may not be terminated by either the City or the County during the period this Agreement is in effect.

5. The City hereby authorizes the County to undertake, and assist the City in undertaking, all essential activities and objectives of the Housing and Community Development Act of 1974, as amended, and as reauthorized and further amended under Title I of the Housing and Urban-Rural Recovery Act of 1983 (Public Law 98-181), and the National Affordable Housing Act of 1990, in accordance with any and all applicable provisions of said Acts and the administrative regulations of the U.S. Department of Housing and Urban Development as set forth in the Federal Register, Volume 53, Number 172, dated Tuesday, September 6, 1988, 24 CFR Part 570, and any applicable revisions which may become effective pursuant to the execution of this agreement.

6. The City agrees to cooperate to undertake, or assist in undertaking, community renewal activities, specifically urban renewal and publicly assisted housing.

7. The City, by executing this agreement understands that:

- a) it may not apply for grants under the Small Cities or State CDBG program from appropriations for Fiscal Years 2021, 2022, 2023; and
- b) it may not participate in a HOME consortium except through Stark County, regardless of whether Stark County receives a HOME formula allocation.

8. The County shall prepare and submit an application to the Secretary of Housing and Urban Development for a grant under the terms of the Housing and Community Development Act of 1974, as amended and the National Affordable Housing Act of 1990, as amended. This application shall set forth a five-year comprehensive Consolidated Plan and the One Year Updates which identifies community development and housing needs, and specifies both short- and long-term community development objectives, which have been developed in accordance with area wide development planning and national urban growth policies, and otherwise conform with applicable requirements of the Act.

9. The City may prepare recommended projects and activities for community development within its boundaries, which objectives and activities must be in accordance with the objectives of the Acts. These shall be submitted to the Stark County Regional Planning Commission, which has been designated by the County as the reviewing agency for all proposed objectives and activities to be included in the Consolidated Plan and subsequent One Year Updates. It is understood between the parties that the Stark County Regional Planning Commission, in conjunction with the SCRPC Citizens' Advisory Council, shall make recommendations to the County for the contents of the Consolidated Plan and for recommended priorities among these various projects and activities. It is also understood between the parties that the County shall have the authority and responsibility to make these decisions concerning the contents of the Consolidated Plan, and as to whether the projects and activities for which approval and urban county formula funding is sought under the application shall be in conformance with the purposes of the Acts. It is understood between the parties that the Acts place emphasis on those activities which further comprehensive neighborhood revitalization and principally benefit low and moderate income persons, including housing-related activities.

10. If projects or activities within the City are approved and funded pursuant to the application, the County may undertake the implementation of those activities which are to take place within the City. The parties acknowledge that the County will have the sole responsibility and authority for the overall implementation of the program and for the proper use of the urban county entitlement funds in accordance with the requirements of the Acts; and that nothing in this Agreement shall be construed to authorize the City to veto, restrict, or in any way limit the ability of the County, or the Stark County Regional Planning Commission working in conjunction with the County, to administer and implement the Community Development and Housing Assistance activities referred to in the Community Development Program, including the Consolidated Plan, included in the three-year plans covered by this Agreement, or to disapprove an activity after the plan in which it is included is submitted to the Department of Housing and Urban Development.

11. The County shall develop a uniform administrative procedure for the development of the Application and the review of project proposals submitted by the City. These procedures will, of necessity, reflect the requirements of the Secretary of Housing and Urban Development and the regulations which the Secretary may develop for the administration and implementation of the Community Development Block Grant program and HOME program.

12. The City authorizes the County to do, on behalf of the City in accordance with the conditions of this Agreement, all things which the City could do in its own behalf relative to the expenditure of CDBG funds.

13. The County and the City shall take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, and will affirmatively further fair housing, in accordance with 24 CFR 91.225(a) and 5.105(a). Furthermore, the County and the City must also comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws. Further, funding is prohibited for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification. It is expressly understood by the parties to this Agreement that this provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e. the entire urban county) which may provide cause for funding sanctions or other remedial actions by the U.S. Department of Housing and Urban Development.

14. The City, pursuant to 24 CFR 570.501(b), is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

15. With respect to the expenditure of program income, the County and the City hereby agree as follows:

- a) that the City shall inform the County of any income generated by the expenditure of CDBG and/or HOME funds received by the City;
- b) that any such program income must be paid to the County or that the City may, upon consent of the County, retain program income subject to the requirements of the Section 2 CFR 200.307, and the provision of Section 570.504 of the "Community Development Block Grant Regulations -- Final Rule" as published in the Federal Register, Vol. 53, No. 172, dated September 6, 1988;

- c) that any program income the City is authorized to retain may only be used for eligible activities in accordance with all CDBG and/or HOME requirements as may then apply;
- d) that the County has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate recordkeeping and reporting by the City as may be needed for this purpose; and
- e) that in the event of CDBG grant close-out or change in eligibility status of the City, any program income that is on hand or received subsequent to said close-out or change in status shall be paid to the County.

16. With respect to real property acquired or improved in whole or in part using CDBG funds, the County and the City hereby agree as follows:

- a) the City shall notify the County in a timely manner of any modification or change in the use of any real property from the planned or intended use at the time of acquisition or improvement, including disposition of real property subsequent to acquisition or improvement using CDBG funds;
- b) the City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of real property acquired or improved with CDBG funds which is sold or transferred for a use which does not qualify under the CDBG regulations; and
- c) that any program income generated from the disposition or transfer of property prior to or subsequent to the close-out of a CDBG-funded activity, change of eligibility status of the City, or termination of the cooperation agreement between the County and the City shall be returned to the County.

17. The City has adopted and is enforcing:

- a) a policy prohibiting the use of excessive force by law enforcement officials within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject

of such non-violent civil rights demonstrations within the City's jurisdictions.

18. The City may not sell, trade, or otherwise transfer all or any portion of such funds (CDBG) to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives such funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title 1 of the Housing and Community Development Act of 1974, as amended.

IN WITNESS WHEREOF, the parties have hereunto set their hands this day of _____

WITNESSES:

BOARD OF COUNTY COMMISSIONERS OF
STARK COUNTY, OHIO

BY: _____
Richard Regula, President

BY: _____
William Smith, Vice President

BY: _____
Janet Creighton, Member

WITNESSES:

CITY OF NORTH CANTON

Benjamin R. Young

BY: Stephan B. Wilder

ITS: Mayor

THE TERMS AND PROVISIONS OF THIS AGREEMENT ARE FULLY AUTHORIZED UNDER STATE AND LOCAL LAW AND THIS AGREEMENT PROVIDES FULL LEGAL AUTHORITY FOR THE COUNTY TO UNDERTAKE OR ASSIST IN UNDERTAKING ESSENTIAL COMMUNITY DEVELOPMENT AND HOUSING ASSISTANCE ACTIVITIES, SPECIFICALLY URBAN RENEWAL AND PUBLICLY ASSISTED HOUSING.

David E. Deibel
Prosecutor's Office, Civil Division
Stark County, Ohio

THIS AGREEMENT IS IN ACCORDANCE
WITH THE LAWS OF THE STATE OF OHIO
AND THE CITY OF NORTH CANTON

T. L. Fox

Timothy L. Fox
Counsel for City (please print name)
As to form & content.